

EXHIBIT A

5 MARY E. LENTZ, :
6 :
7 Plaintiff, :
8 :
9 vs. : CAUSE NO.
10 : 1-PO1-0662C
11 CINCINNATI INSURANCE CO., a subsidiary :
12 of Cincinnati Financial Corporation, :
13 DAVE J. BALZANO, MARK J. HULLER, :
14 JAMES BENOSKI, TIM TIMMEL and :
15 BRUCE FISHER, :
16 :
17 Defendants. :
18

13
14 DEPOSITION OF: MARY E. LENTZ
15 TAKEN: By the Defendants
16 Pursuant to Agreement and Notice
17 DATE: September 30, 2002
18 TIME: Commencing at 9:08 a.m.
19 PLACE: Frost, Brown, Todd, L.L.C.
20 2200 PNC Center
21 201 East Fifth Street
22 Cincinnati, Ohio 45202
23
24 BEFORE: Patricia A. Waltermann, RPR
Notary Public - State of Ohio

1 MR. SUTHERLIN: I think she said she's not
2 sure.

3 A. You mean on this particular case or any case?

4 Q. Well, you said typically you would ask that the
5 checks be put in the safe, and I'm saying typically you
6 didn't ask for the release documents to be put in the safe,
7 did you?

8 A. Typically, no.

9 Q. Look at No. 16, Hare versus Roberds. In the
10 last paragraph, you say, "I will update this with all the
11 checks in the safe." What all -- what are you referring to,
12 "all the checks in the safe"?

13 A. Well, it appears on this case, CIC settled for
14 \$12,000 and State Farm settled for \$2500, and again, if I
15 was waiting on releases and I didn't want checks in the
16 files on settlements or judgment, I would put those checks
17 in the back, in the back.

18 Q. In the safe?

19 A. In the safe.

20 Q. Because you wanted them to be secure, right?

21 A. Yes, and we wanted to know where they were.

22 Q. Have you ever lied to Mark Huller, Miss Lentz?

23 A. Not to my knowledge, no.

24 Q. Have you ever lied to Al Matheny?

1 A. No.

2 Q. Have you ever lied to Dave Balzano?

3 A. No.

4 Q. Have you ever lied to any management
5 representative of Cincinnati Insurance Company?

6 A. Not to my knowledge, no.

7 (Defendants' Exhibit 2 was marked for
8 identification.)

9 Q. Can you tell me what's been marked as Exhibit
10 2, Miss Lentz?

11 A. This is a February 23rd, 2000, ten-page letter
12 from Roger Makley to Gary Schaengold and Joan Brenner, who
13 Gary Schaengold was the chairman of the certified grievance
14 committee for the Dayton Bar Association, and Joan Brenner
15 was the investigator on the ethics complaint filed by Mark
16 Huller against me.

17 Q. And Mr. Makley was who?

18 A. My attorney at the time.

19 Q. Mr. Makley writes in this letter, I'm looking
20 at the third paragraph, "Mr. Huller further alleges that Ms.
21 Lentz admitted diverting funds totaling approximately
22 \$2,450.00 of which she retained between \$900.00 and
23 \$1,000.00 upon deposit in her personal bank account." Do
24 you see that?

1 A. Yes.

2 Q. Can you read the footnote Mr. Makley has
3 written there, footnote 1?

4 A. "As will hereinafter be explained the total
5 amount was in fact \$2,450.70, of which \$834.00 remains on
6 deposit in Ms. Lentz' checking account."

7 Q. Was that accurate?

8 A. Yes.

9 Q. Where is that \$834 today, Miss Lentz?

10 A. It is in an interest-bearing CD in my KeyBank
11 account.

12 Q. And what's the amount today?

13 A. Approximately \$2700.

14 Q. And whose name is this interest bearing CD?

15 A. My name, Mary Lentz.

16 Q. Did you have monies from CIC deposited in any
17 bank other than KeyBank?

18 A. No.

19 Q. Where did that \$834 come from?

20 A. The \$834 was charges for expenses and costs on
21 one file, and that was Luce, L-u-c-e, versus Clauer,
22 C-l-a-u-e-r. And they were reimbursed costs for copies of
23 medical records, depositions, binders, depositions in a
24 previous case by Virginia Luce. It was a pro se dental

1 A. Consumption, yes.

2 Q. And then the drill was when you went to get a
3 pop from the fridge, you stuck a quarter in the black pouch?

4 A. Yes.

5 Q. And you're saying -- when you say Mr. Balzano
6 expensed, what do you mean?

7 A. Well, my understanding is that -- I don't know
8 how much money would be in that pouch, but he would go buy
9 pop and give the secretary or the person in charge of
10 supplies their receipt for the pop, and there was no
11 allocation for what was in the bag.

12 Q. What's your allegation, Miss Lentz, that he
13 pocketed what was in the bag, but charged the company for
14 buying the pop; is that what you're saying?

15 A. Well, I don't know if he pocketed it or put it
16 in an account, but there was no accounting for what was in
17 the bag.

18 Q. How do you know there was no accounting?

19 A. Well, I came to find out and understand that
20 the receipt was given, and that went on his expense
21 account. The entire receipt for all the pop purchased.

22 Q. You don't have any personal knowledge, do you,
23 of what happened to the money in the black bag?

24 A. Personal knowledge, no.

1 Q. And your knowledge of the receipt being given,
2 that comes from whom?

3 A. Paula Ruppert.

4 Q. And what did Miss Ruppert tell you?

5 A. Just that. And also, at one point, Sandra
6 Brauer.

7 Q. Now, when Mr. Matheny came to talk to you, when
8 Mr. Huller came to talk to you in late '99, early 2000, why
9 didn't you tell them about the pop money and Mr. Balzano?

10 A. I didn't remember at the time.

11 Q. And when did you first remember about Mr.
12 Balzano and the pop money?

13 A. Shortly thereafter, I was -- it could have been
14 within three months of when I was fired or let go. I wasn't
15 fired until March 10th of 2000.

16 Q. So three months -- within three months of March
17 of 2000?

18 A. Within three months of January 3rd of 2000.

19 Q. And what caused you to remember this?

20 A. Well, after I was interrogated by Mr. Matheny
21 and talked to by Mr. Huller, and after charges were filed
22 with the ethics committee and to the prosecutor's office,
23 not filed but reported to the prosecutor's office, a lot of
24 things came to light and to mind during that time frame, and

1 I was not to speak to anybody at Cincinnati Insurance
2 Company.

3 Q. What do you mean you were not to speak to
4 anybody at Cincinnati Insurance Company?

5 A. Well, after I spoke with Mr. Matheny on
6 December 28th, I did not think the investigation was over,
7 and I called him twice to tell him other things that,
8 frankly, I was not comfortable saying in front of Mr.

9 Balzano, and Mr. Matheny did not return my calls. When I --

10 Q. Did he -- go ahead.

11 A. When I spoke with Mr. Huller and was explaining
12 to him what the copy money was, how it was obtained, and
13 what it was used for, and everybody's knowledge of it, I was
14 told that the die had been cast, his hands were tied. If I
15 had other things to say, I should call Al Matheny, which I
16 did, and he did not return my calls. When I was told by Mr.
17 Huller that he was going to contact various authorities, I
18 told him I felt the need to have counsel. At that point,
19 when I retained Roger Makley, all conversations ceased.

20 Q. You said you called Mr. Matheny twice, when's
21 the first time you called Mr. Matheny?

22 A. I called him probably the day afterwards, when
23 I talked to Mark Huller. Or, no, I misspoke, I called him
24 within hours after he left our office, and the next

1 A. It was the company's money.

2 Q. What do you base that on?

3 A. Well, I base that on if you're expensing pop or
4 expensing anything and you're getting some of that
5 reimbursed, there seems there would be some reconciliation
6 of what is in the bag and what you are asking to be
7 expensed.

8 Q. On what date did you first deposit CIC monies
9 in your personal bank account?

10 A. My understanding from Mr. Balzano, when this
11 whole copy money issue arose, was that these types of costs
12 and expenses for litigation purposes, those monies did not
13 want to be recaptured by the company. I asked him if the
14 company had a policy or B&T, Berlon & Timmel, had a policy,
15 what was the procedure or mechanism to charge other counsel
16 for copies. He said, and this was back in March of '98,
17 when he had something similar he was told by home office to
18 cash the check and buy pizza with it, because claims did not
19 want to deal with it. To answer your question about the
20 first time that I put funds that were rejected by Cincinnati
21 Insurance Company into my account, my best recollection was
22 September of '99.

23 Q. Now, is there anything other, Miss Lentz, than
24 your best recollection that we could look at to determine

1 the date on which you first put CIC monies into your
2 personal banking account?

3 A. Not that hasn't been produced.

4 Q. And when you first put monies into your
5 personal banking account from CIC in September of '99, what
6 did you actually put into the bank; was it cash; was it a
7 check? What did you take to the bank?

8 A. I took the first check, and without them in
9 front of me, I don't know which one came in first. There
10 were two checks on the Luce versus Clauer case, and I took
11 the check to the bank, and I -- from the first check I asked
12 for \$150 back. So I don't know if that would be deemed
13 cashing it or deposited it and getting money back, because
14 in previous checks, other than these last two, I took them
15 all to my personal bank account, and my personal bank
16 account acted as a conduit for all of the checks. I would
17 go cash them and bring the money back to the office.

18 Q. In September of '99, when you took \$150 back,
19 how much did you actually leave in your personal bank
20 account from that first Luce check?

21 A. 496 minus 150. Is that 346?

22 Q. And there was a second Luce check?

23 A. I believe it was on Luce versus Clauer for 538.

24 Q. And how much -- did you take any of that out?

1 A. Yes, \$50.

2 Q. So the rest was in -- was that 488 or
3 something --

4 A. Yes.

5 Q. -- that was in the bank?

6 A. Yes.

7 Q. And what was the greatest amount of money, of
8 CIC money, that you had in your personal bank account?

9 A. Well, at one time, it would have been 838 or
10 834.

11 Q. It's your testimony that was the greatest
12 amount at any one time that you had in your bank account
13 that belonged to CIC?

14 A. Yes.

15 Q. And are you testifying that on only two
16 occasions did you actually leave money in your personal bank
17 account that belonged to CIC, as opposed to simply using
18 your bank account as a conduit?

19 A. Yes, on those last two checks, those were the
20 only times that I left funds that CIC rejected in my
21 personal bank account.

22 Q. And the first time was in September; when was
23 the second time?

24 A. October sometime.

1 Q. What was the balance of your bank account
2 before the deposit of \$496 in September of '99?

3 A. I don't know, without looking at my
4 statements.

5 Q. And once you left these amounts in your bank
6 account, 496 minus 150, and then the second deposit as well,
7 once you put those in your bank account, they became
8 commingled with your personal funds, didn't they?

9 MR. SUTHERLIN: To the extent that it calls for
10 a legal conclusion, I'll object, but you may answer
11 the question.

12 A. Yeah, I wouldn't -- I don't call that
13 commingling. To me that's a term of art. They were with my
14 personal funds.

15 Q. What do you call it?

16 A. I call that that's just where it was housed.

17 Q. Housed with your personal funds, right?

18 A. Yes.

19 Q. And you didn't tell the bank to keep CIC money
20 separate from your personal funds, did you?

21 A. No, I didn't. I didn't see the need to.

22 Q. And during September, during October, after
23 September and October of '99, you made withdrawals from your
24 personal bank account for personal expenses, didn't you?

1 A. I don't know without looking, but I can -- I
2 probably did.

3 Q. And you wrote checks on your personal account
4 following September and October of '99, didn't you?

5 A. Yes.

6 Q. And you wrote checks to pay for such things as
7 child care, mortgage and car payments, didn't you?

8 A. Child care.

9 Q. What other personal expenses did you write
10 checks to cover in September and October and afterwards,
11 Miss Lentz?

12 A. Well, thinking back to that time frame, phone,
13 child care, which we already talked about, other household
14 items, probably personal items.

15 Q. Like what?

16 A. I don't know, unless you can show me
17 something. I don't know if I had my hair done or bought
18 clothes, or I don't know.

19 Q. Do you have cancelled checks from the fall and
20 winter of '99?

21 A. No.

22 Q. You don't?

23 A. No.

24 Q. Where would they be?

1 A. I don't have them.

2 Q. Do you know where they are?

3 A. No.

4 Q. If I were to try and subpoena them, where would
5 I send that subpoena?

6 A. Probably KeyBank.

7 Q. What address?

8 A. Be the one in Dayton. They're on Main Street.

9 Or I don't know if a subpoena would go to the home office of
10 KeyBank, which is Society -- I'm sorry, in Cleveland. Used
11 to be Society Bank. Now it's KeyBank.

12 Q. And, Miss Lentz, would you sign a release so I
13 could obtain those cancelled checks from that time period?

14 MR. SUTHERLIN: On advice of counsel, we'll
15 consider it.

16 A. If you can provide it to my attorney.

17 Q. What child care expenses did you have?

18 A. Day care.

19 Q. How many children did you have?

20 A. At the time of these two checks?

21 Q. Um-hum.

22 A. Two.

23 Q. What were their ages?

24 A. Ellie was one, so Emma was three-and-a-half.

1 similar, a claims person or home office, something to that
2 effect, told me they didn't want to deal with it, cash the
3 check and buy pizza with it for the office. And so that's
4 what I did. That's what I tried to do.

5 Q. Now, Miss Lentz, are you rehashing the first
6 conversation or are you saying this is the second
7 conversation?

8 A. There were two conversations when it all
9 started, the copy money situation. The first one I believe
10 in March of '98 I asked him if other people charge for
11 copies. He wasn't 100 percent certain, but yeah, go ahead
12 if they agree to, fine. And so I had the check made to
13 Cincinnati Insurance Company. So the second conversation,
14 when I had the check in hand, and I think that one came in
15 May of '98, again, it was on the Luce versus Clauer case.

16 Q. All right. So it appears to me that you've now
17 changed the content of the March '98 conversation, and you
18 have now placed that conversation in May. So let's back up
19 and try this one more time.

20 MR. SUTHERLIN: Object to the characterization
21 of what she said.

22 Q. We have two conversations with Mr. Balzano.
23 The first you're testifying occurred in March of '98, right?

24 A. Yes.

1 box or my in box, whatever. On the 18th floor, I believe
2 there was like a separated bin where people had their mail,
3 but I sort of stuck to the same system, where Paula would
4 open it and put it in my box.

5 Q. Did you have any personal knowledge of any
6 other lawyer at the Dayton law office asking non-CIC counsel
7 to write checks to reimburse for copying costs payable to
8 the attorney personally?

9 A. In the Dayton office?

10 Q. Um-hum.

11 A. While I was there?

12 Q. Um-hum.

13 A. Not while I was there.

14 Q. Are you aware of any other attorney at the
15 Dayton law office asking people to write checks to reimburse
16 for copying costs payable to the attorney personally at a
17 time when you were not there?

18 A. Yes.

19 Q. Who?

20 A. Well, personal knowledge? Just through looking
21 at discovery responses in this case, I found out that Joe
22 Kern wrote a letter.

23 Q. Did you have any knowledge, other than based on
24 what you saw in production and discovery?

1 Q. Who hired you to work at the Dayton office?

2 A. I interviewed with Dave Balzano, and I'm not
3 real sure how that worked, but he gave the go-ahead, and I
4 talked with and met with Mark Huller and Hank Berlon, so I'm
5 not real sure who hired me. Dave Balzano was my immediate
6 supervisor, but I guess I'd have to say Mark Huller hired
7 me.

8 Q. And when you worked at Cincinnati Insurance
9 Company, Dayton law office, did you represent Cincinnati
10 Insurance in subrogation cases?

11 A. Yes.

12 Q. Do you remember what subrogation cases you
13 handled on behalf of your client, Cincinnati Insurance
14 Company?

15 A. The largest one was a case called Henny Penny
16 versus Butler Building and a couple other defendants.

17 Q. Do you remember any other subrogation cases?

18 A. I was never in charge of subrogation. I took
19 over a couple of subrogation cases that Fred left behind
20 when he left in April of '97. I can't give you names. I
21 don't know. One was Wingler, I believe, was a subro case.
22 That's -- it was a handful. That's all I know.

23 Q. You said you weren't in charge of subrogation
24 cases; who was in charge of subrogation cases?

1 A. It depended on the time frame. When I left in
2 January of 2000, I believe that responsibility had been
3 given to Joe Kern a month or month-and-a-half -- yes,
4 sometime in November of '99, I believe. When Fred came back
5 in September of '97, he was in charge of subrogation. I'm
6 not -- I don't remember if Don Desseyne -- I believe Don
7 Desseyne did subro cases, as well.

8 Q. Now, when you represented Cincinnati Insurance
9 as a client in these subrogation cases, did you view your
10 professional or ethical obligations towards CIC any
11 differently than if you were representing its insureds?

12 A. Can I view my what? Say that again.

13 Q. Your ethical obligation towards your client,
14 CIC, did you view that any differently than your obligation
15 to insureds when you represented them?

16 A. NO.

17 Q. Now, in your complaint, Miss Lentz, paragraph
18 16, you represent that Tim Timmel is the chief financial
19 officer of CIC. What's your basis for that?

20 A. That was my understanding, that that's what he
21 was promoted to sometime in '97.

22 Q. Where did you gain that understanding?

23 A. Just from being in the company.

24 (Mr. Balzano left the conference room.)

1 employment has to end. And I said, okay, who's looked at
2 it, and that's when he named -- my recollection is that he
3 named the four people that I sued, the individuals, other
4 than Dave Balzano, himself, Jim Benoski, and Bruce Fisher,
5 that's my recollection of the four names he gave me.

6 Q. I'm sorry, he gave you four names; who?

7 A. Himself, Jim Benoski, Tim Timmel and Bruce
8 Fisher. Those are the names I jotted down real quick.
9 That's what I recall. He said a memo -- well, the sequence
10 of events were, he said do you want to resign or we can
11 terminate you. And I said, well, I'll resign. And that's
12 when he said, well, I've been involved with these types of
13 things before, but this is the worst thing I've had to do
14 and have seen, because I have to tell you that we have to
15 notify the authorities. And I said what authorities. And
16 he said the police. And I said the police. I said what's
17 the charge. And he said theft. And I said, Mark, I didn't
18 steal anything. He said well, Mary, you admitted that those
19 funds were in your account. And I said yes, I did, and
20 those funds were coming back. They already started coming
21 back. And that's when anytime we even broached the subject
22 of what was discussed between me, Dave and Al Matheny, Mark
23 would not talk about. He didn't want to interfere with the
24 investigation. And I said this was a misunderstanding, and

1 in my account, but they were going to come back, they've
2 already started coming back?

3 A. Right.

4 Q. What did you mean when you said they had
5 already started coming back?

6 A. Well, 200 of it had been brought back.

7 Q. Are you referring to anything other than that
8 200?

9 A. No.

10 Q. Do you have any reason to think that Mr. Huller
11 made his decision to terminate you for any other reason,
12 other than the fact that you had taken company money and put
13 it into your personal bank account?

14 A. I think that Mark Huller believed a very
15 distorted and dishonest account of what happened in that
16 office.

17 Q. But do you have any reason to think that -- I
18 understand you think it's distorted, but do you have any
19 reason to say that Mr. Huller didn't truly believe it?

20 MR. SUTHERLIN: If you know. Are you
21 speculating -- are you asking her to speculate on
22 what Mr. Huller believed?

23 A. I don't know what he believed. Because I don't
24 know what Dave told him.

1 files.

2 Q. Well, let me ask you this way: Tell me each
3 and every reason you have to assert that Huller, Benoski,
4 Timmel and Fisher collectively determined that your
5 employment should end?

6 A. Just what I told you; those were the names that
7 he told me.

8 Q. Do you have any other reason to think that
9 those four people collectively determined that your
10 employment should end?

11 A. No.

12 Q. Now, you didn't tell Mr. Balzano that you had
13 put over \$800 of CIC's money into your personal bank
14 account, did you?

15 A. No, I did not.

16 Q. You didn't tell Mr. Desseyn that, did you?

17 A. No, I did not.

18 Q. And you didn't tell Mr. Young that, did you?

19 A. No, I did not.

20 Q. You didn't tell Mr. Huller that, did you?

21 A. No. Not before the investigation, no.

22 Q. You didn't tell any CIC employee, did you, that
23 you had over \$800 of the company's money in your personal
24 bank account?

1 A. I don't know if I actually told Paula Ruppert
2 that; I don't know. I don't remember.

3 Q. With the possible exception of Miss Ruppert,
4 did you tell any employee of CIC that you had over \$800 of
5 the company's money in your personal bank account?

6 A. No.

7 Q. Why, Miss Lentz, do you think you were fired?
8 What's your belief?

9 A. I believe I was fired because I was the only
10 woman in that office. There was a fair amount of friction
11 between Dave and myself, and this copy money thing went on
12 for 18 months, and why everybody got selective memory, I
13 don't know. I think that when that was brought to light,
14 and after the investigation, that that was used as a pretext
15 to get rid of me.

16 Q. You say that you don't know why all -- everyone
17 got selective memory, whom --

18 A. The attorneys, I should say.

19 Q. Whom are you accusing of getting selective
20 memory?

21 A. Dave Balzano, Fred Young, and Dave, I guess.

22 Q. Are you accusing anyone else of selective
23 memory?

24 A. Julia Gibson and Miss Brauer.

1 deposit unless it is made payable to this firm rather than
2 Cincinnati Insurance Company." Now, you told Mr. McCartney
3 in this letter that they wouldn't accept the check for
4 deposit unless it's made payable to this firm; by that you
5 meant Berlon & Timmel?

6 A. Right.

7 Q. Why is it then that you asked him to make the
8 check payable to you, rather than to Berlon & Timmel?

9 A. Well, first of all, I didn't write this
10 letter. I didn't see this letter. My recollection is when
11 we had this conversation, Julia called the bank, and they
12 would not accept a check made to Berlon & Timmel, because
13 Berlon & Timmel -- there was no account there. They
14 didn't -- Berlon & Timmel didn't exist. The suggestion was
15 to make the check payable to me care of Berlon & Timmel, so
16 that's what we did.

17 Q. Your explanation for Miss Gibson's letter,
18 since you were dissociating yourself from it, Miss Gibson's
19 letter saying make the check payable to this firm, what's
20 your explanation for that?

21 A. First of all, I'm not dissociating myself from
22 anything. I take responsibility for my actions. I'm trying
23 to testify honestly, and what I recall is that this was
24 drafted after she spoke with the bank. I didn't know of any

1 way -- certainly, if it could have been made to Berlon &
2 Timmel, I would have done that. That was her
3 understanding. She drafted the letter. I went with her
4 understanding. I didn't question it. I'm not dissociating
5 myself with it.

6 Q. Well, here's the question --

7 A. All right.

8 Q. You heard what Miss Gibson said to you
9 allegedly, and yet this letter that goes out with your name
10 at the bottom instructs Mr. McCartney to make the check
11 payable to this firm. Can you explain that disconnect?

12 A. No, I can't explain that, because to me, it is
13 payable to me, care of Berlon & Timmel. I don't -- to me,
14 there really wasn't a disconnect. That was just my
15 understanding, based on her conversation.

16 Q. Look at the letter dated July 15th, 1998, same
17 language is used in this letter, isn't it, Miss Lentz?

18 A. Yes.

19 Q. And you signed this letter, didn't you?

20 A. Yes, I did.

21 Q. Did you read it before you signed it?

22 A. I don't know. I'm assuming I did. But by that
23 time, the mechanism or the procedure that we had operated
24 under was already in effect, and it worked, and I didn't

1 Q. Have you ever seen this document before?

2 A. Yeah. I have.

3 Q. When?

4 A. Well, it appears -- yeah, I've seen it before,
5 in the course of this litigation, and when I was going
6 through the Luce file, after I was -- after I talked to Al
7 Matheny. I'm sure I did see it, because all the letters
8 were in the files. This -- I don't know -- because the
9 admonishment that Berlon & Timmel is an unincorporated
10 association is not down there, either, so I don't know if
11 it's just on plain paper, or if this is another part of a
12 letter, I don't know.

13 Q. Now, you're instructing counsel to make checks
14 payable to Mary E. Lentz. When did you change the practice
15 from making it Mary Lentz, care of Berlon & Timmel, to just
16 plain old Mary Lentz?

17 A. I didn't make that change.

18 Q. When did the change occur?

19 A. I don't know that -- it depended on -- I mean,
20 I've looked at that and that didn't -- whether it was made
21 to Mary E. Lentz, care of Berlon & Timmel, or Mary E. Lentz,
22 it didn't change how I used the funds or deposited -- not
23 deposited, cashed the checks. I think that was a clerical
24 error. I didn't catch it, but it had nothing to do with how

1 I used the copy money.

2 Q. The question, Miss Lentz, was when that change
3 occurred?

4 A. I don't know that it was a change, so I can't
5 answer that.

6 Q. Well, however you choose to characterize it, do
7 you know when people on your behalf ceased asking for checks
8 to be made care of Berlon & Timmel or -- yes, and simply to
9 Mary Lentz?

10 A. No.

11 Q. And you're now characterizing it as a clerical
12 error?

13 A. Yeah. Well, it didn't change what I did with
14 the copy money.

15 Q. Were you aware that was happening?

16 A. I can't say I was aware at the time, no.

17 Q. Now, you were aware, weren't you, when you
18 received the checks that were made payable to simply Mary
19 Lentz and not representing Berlon & Timmel in any way?

20 A. Well, sure. But when I signed -- when I cashed
21 those checks, I signed it Mary E. Lentz. That's how I
22 signed them, and that's how my bank cashed them, so it
23 didn't make any difference to me, because Berlon & Timmel,
24 there was no account at any bank for Berlon & Timmel. So it

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PAGE	LINE	CORRECTION
<u>1</u>		<u>Caption incorrect</u>
		<u>US District Ct Southern District</u>
		<u>of Ohio - Western Division</u>
		<u>Case No: 01-CV-599</u>
<u>16</u>	<u>9</u>	<u>Brower not Brauer</u>
<u>18</u>	<u>4</u>	<u>Brower not Brauer</u>
<u>28</u>	<u>3</u>	<u>May of 1996 - not January of 1995</u>
<u>35</u>	<u>3</u>	<u>Charlena, not Sharlena</u>
<u>37</u>	<u>7</u>	<u>Krebs</u>
<u>52</u>	<u>10</u>	<u>Brower</u>
<u>54</u>	<u>3</u>	<u>Currin not kern</u>
<u>61</u>	<u>22</u>	<u>Currin</u>
<u>64</u>	<u>15</u>	<u>work not bill 70 hours a week</u>
<u>67</u>	<u>2</u>	<u>Zee medical</u>
<u>69</u>	<u>4</u>	<u>Yes - for expenses reimbursed to me for mileage</u>
<u>69</u>	<u>11</u>	<u>Smith case not Freeze counsel</u>
<u>70</u>	<u>23</u>	<u>McNair not McHenry</u>
<u>71</u>	<u>12</u>	<u>Silberbusch</u>
<u>71</u>	<u>14</u>	<u>Silberbusch</u>
<u>73</u>	<u>3</u>	<u>Currin not kern</u>
<u>73</u>	<u>16</u>	<u>No - Only CIC wasn't my client -</u>
		<u>It was my employer</u>
<u>Oct 28, 02</u>		<u>(Signature of Deponent)</u>
<u>Date</u>		

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PAGE	LINE	CORRECTION
<u>81</u>	<u>23</u>	<u>Hileman not Heilman</u>
<u>82</u>	<u>12</u>	<u>Hileman</u>
<u>85</u>	<u>7</u>	<u>Currin</u>
<u>85</u>	<u>16</u>	<u>Brower</u>
<u>85</u>	<u>20</u>	<u>Brower</u>
<u>86</u>	<u>15</u>	<u>Brower</u>
<u>87</u>	<u>14</u>	<u>Dynd not Dino</u>
<u>88</u>	<u>10</u>	<u>Limine not terminal</u>
<u>90</u>	<u>18</u>	<u>Currin</u>
<u>91</u>	<u>20</u>	<u>October not April</u>
<u>92</u>	<u>20</u>	<u>Currin</u>
<u>93</u>	<u>1</u>	<u>Currin</u>
<u>93</u>	<u>6</u>	<u>Currin</u>
<u>103</u>	<u>21</u>	<u>Cornigan ; Criswald</u>
<u>103</u>	<u>23</u>	<u>Criswald</u>
<u>104</u>	<u>1</u>	<u>Criswald</u>
<u>109</u>	<u>8</u>	<u>Ballato</u>
<u>109</u>	<u>9</u>	<u>Ballato</u>
<u>113</u>	<u>7</u>	<u>Silberbusch</u>
<u>114</u>	<u>9</u>	<u>charleson</u>
<u>114</u>	<u>19</u>	<u>Charlena</u>
<u>115</u>	<u>10</u>	<u>Charlena</u>
<u>115</u>	<u>21</u>	<u>Charlena</u>
<u>Oct 28, 2002</u>		<u>M. R.</u>
Date		(Signature of Deponent)

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PAGE	LINE	CORRECTION
115	24	Brauer
116	7	Brauer
116	11	Charlena
117	4	Brauer
119	19	Cumin
120	7	Silberbusch
121	13	Sillerbach
129	17	Brauer
132	9	that they were glad
142	24	Brauer
142	21	and Brian (not Dave)
143	1	Paula, (not Julia)
143	17	Brauer
144	3	Cumin
145	1	Cumin

Oct. 28, 2002

Date

(Signature of Deponent)



(Signature of Deponent)

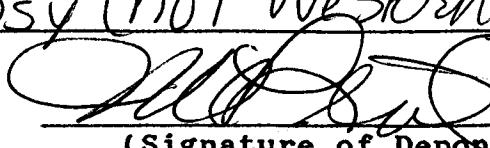
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PAGE	LINE	CORRECTION
<u>148</u>	<u>3</u>	<u>Separate?</u> (I didn't say that word - maybe)
<u>153</u>	<u>4</u>	<u>and statements he may have had speculate</u> <u>Made to outside people</u>
<u>162</u>	<u>16</u>	<u>Seibensbach</u>
<u>164</u>	<u>13</u>	<u>OCRC (not ORPC)</u>
<u>183</u>	<u>2</u>	<u>Reichers</u>
<u>183</u>	<u>3</u>	<u>Reichers</u>
<u>183</u>	<u>21</u>	<u>Reichers</u>
	<u>22</u>	<u>Reichers</u>
<u>184</u>	<u>9</u>	<u>Pontzer</u>
	<u>12</u>	<u>Reichers</u>
<u>185</u>	<u>10</u>	<u>Reichers</u>
<u>186</u>	<u>5</u>	<u>Reichers</u>
	<u>13</u>	<u>Reichers</u>
<u>188</u>	<u>3</u>	<u>Brower</u>
	<u>15</u>	<u>Brower</u>
<u>193</u>	<u>8</u>	<u>Ballato</u>
<u>194</u>	<u>10</u>	<u>Ballato</u>
	<u>13</u>	<u>Ballato</u>
	<u>14</u>	<u>Ballato</u>
<u>195</u>	<u>16</u>	<u>Ballato</u>
<u>196</u>	<u>9</u>	<u>Ballato</u>
	<u>10</u>	<u>Ballato</u>
<u>10/28/02</u>		<u>MHW</u>

Date

(Signature of Deponent)

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PAGE	LINE	CORRECTION
<u>197</u>	<u>6</u>	<u>Ballato</u>
	<u>10</u>	<u>Ballato</u>
	<u>22</u>	<u>Ballato</u>
<u>198</u>	<u>6</u>	<u>Ballato</u>
<u>199</u>	<u>11</u>	<u>Reichers</u>
	<u>13</u>	<u>Reichers</u>
<u>200</u>	<u>2</u>	<u>Ballato</u>
	<u>4</u>	<u>Ballato</u>
	<u>12</u>	<u>Paula</u>
<u>201</u>	<u>13</u>	<u>copy (not coffee)</u>
<u>204</u>	<u>21</u>	<u>Brower</u>
<u>206</u>	<u>2</u>	<u>Acco</u>
<u>207</u>	<u>6</u>	<u>Cherka</u>
<u>209</u>	<u>8</u>	<u>El'Gertha</u>
<u>219</u>	<u>4</u>	<u>brought the money back in</u>
<u>229</u>	<u>15</u>	<u>Reichers</u>
	<u>21</u>	<u>Reichers</u>
<u>241</u>	<u>1</u>	<u>Julia</u>
<u>241</u>	<u>17</u>	<u>Julia</u>
<u>242</u>	<u>1</u>	<u>Brower</u>
<u>248</u>	<u>3</u>	<u>Curn</u>
<u>249</u>	<u>4</u>	<u>Curren</u>
<u>262</u>	<u>3</u>	<u>Epilepsy (not Western) Association</u>
<u>10/28/02</u>		
<u>Date</u>		<u>(Signature of Deponent)</u>

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